08-13555-mg Doc 26356 Filed 03/13/12 Entered 03/13/12 18:24:40 Main Document Pg 1 of 35

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP	BAUMGARTNER, MARTHA
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601 Phone: (914) 509-5000	BAUMGARTNER, MARTHA c/o CMG Group Dr. Zorn & Partner AG Oststr. 7 8500 Frauenfeld Switzerland Phone:
Last Four Digits of Acct #:	Court Claim # (if known) 56704 Amount of Claim: See Schedule 1 Date Claim Filed: 10/29/2009
I declare under penalty of perjury that the information my knowledge and belief.	provided in this notice is true and correct to the best of
By: /s/ Robert J. Tannor Transferee/Transferee's Agent	Date: 3/13/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

- of the currently outstanding allowed amount In consideration of the of \$ 35,681.70 as specified in Schedule 1 attached hereto (the "Purchased Claim"), the adequacy and sufficiency of which are hereby acknowledged, Martha Baumgartner, 6900 Bregenz, Austria ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Tannor Partners Credit Fund, LP (the "Purchaser"), (a) an undivided interest, to the extent of the Purchased Claim, in Seller's right, title and interest in and to Proof of Claim Number 56704 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., a debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code"), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the allowed amount of the Purchased Claim is not less than the Purchased Claim, no objection to the Purchased Claim exists, and the Purchased Claim is a valid, enforceable claim against the Debtor; (b) no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution delivery and performance of this Agreement by Seller, this Agreement has been duly authorized, executed and delivered by the Seller and Seller has the requisite power and authority to execute, deliver and perform this Agreement, and this Agreement constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; (c) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that might result in the Purchaser receiving in respect of the claim proportionally less payments or distributions or less favorable treatment than other Class 5 Senior Unsecured Claims, as defined in the Third Amended Joint Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors; (d) the Purchased Claim is not subject to any factoring agreement; (e) no payment has been received by Seller, or by any third party claiming through Seller, in full or partial satisfaction to the Purchased Claim, and Seller has not previously assigned sold or pledged the Purchased Claim to any third party, in whole or in part; (f) Seller owns and has good and marketable title to the Purchased Claim free and clear of any and all liens, claims, set-off rights, security interests, participations or encumbrances of any kind or nature whatsoever, and there are no offsets or defenses or preferential payment demands that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Purchased Claim or to impair its value; (g) Seller is not "insolvent" within the meaning of Section 1-201(23) of the Uniform Commercial Code or within the meaning of Section 101(32) of the Bankruptcy Code; (h) Seller is not an "insider", as that term is defined in the Bankruptcy Code Section 101(31), of the Debtor or its affiliates or a member of any official or unofficial committee in the Proceedings; (i) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filling proofs of claim in respect of "Lehman Program Securities"; (i) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (k) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (I) the Notice of Proposed Allowed Claim Amount ("Notice") for claim 56704 provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for claim number 56704; and (I) Seller is not, and shall not, prior to the recognition by the Debtor of Purchaser as the holder of the Proof of Claim, become, a PSA Creditor (as defined in the Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors.
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local

bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. CMG Dr. Zom & Partner AG, 8500 Frauenfeld, Switzerland (CMG) is being paid a fee in the amount of \$ 525.22 by Purchaser in connection with the transactions contemplated by this Agreement. Seller represents and warrants that other than this fee payable to CMG, no other entity acting under the Seller's authority is entitled to any fee in connection with the transactions contemplated by this Agreement for which the Purchaser could be responsible.
- 5. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 6. If (a) all or any part of the Purchased Claim is avoided, disallowed, subordinated, reduced, or otherwise impaired, for any reason whatsoever, including without limitation a breach of any of the terms or conditions of this Agreement; or (b) any of the representations and warranties herein are found to be untrue (each of (a) or (b) is a "<u>Disallowance</u>"), then Seller shall make immediate restitution and repayment to Purchaser of the proportional Purchase Price equal to the ratio of the amount of the Disallowance divided by the Purchased Claim ("<u>Restitution Payment</u>"), no later than 15 days after receiving notice of such Disallowance. Such Restitution Payment shall be made together with interest, calculated at the rate of ten (10%) percent per annum, from the date of Seller's execution of this Agreement until the date that such Restitution Payment is received by Purchaser.
- 7. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 8. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim.
- 9. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

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IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 20th day of February, 2012.

SELLER

me Martha Raumgartner

Title:

Street Kaiserstrasse 27 Address 6900 Bregenz, Austria

Address C/o CMG Dr. Zom & Partner AG, Oststr. 7,

8500 Frauenfeld

Country Switzerland

Email m.zom@cmginvest.com

PURCHASER,

Name: Robert J. TannorV Title: Managing Director

Tannor Partners Credit Fund, LP 150 Grand Street, Suite 401 White Plains, New York 10601 Telephone: 914-509-5000

Transferred Claims

100% of \$35,681.70 (the outstanding amount of the Proof of Claim as of Feb. 20, 2012

Purchased Claim

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Lehman

Description of ISIN/CUSIP Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notion Coupon al Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Yield Performance Equity-Linked Notes due December 2015	XS0334595138	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 40,000	[N/A]	12 December 2015 [N/A]	[N/A]

Blocking Nr.: CA47222

Schedule 1-1

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP	BAUR, HEINZ F.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601	BAUR, HEINZ F. SPISSENSTR. 7 CH-6047 KASTANIENBAUM,
Phone: (914) 509-5000	SWITZERLAND Phone: _41792772045
Last Four Digits of Acct #:	Court Claim # (if known) 37523 Amount of Claim: See schedule 1 Date Claim Filed: 10/13/2009
I declare under penalty of perjury that the information promy knowledge and belief.	vided in this notice is true and correct to the best of
By: <u>/s/ Robert J. Tannor</u> Transferee/Transferee's Agent	Date: 3/13/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 & 3571.

EVIDENCE OF TRANSFER

For value received, the adequacy and sufficiency of which are hereby acknowledged, <u>BAUR</u>, <u>HEINZ</u> F. ("Assignor") hereby unconditionally and irrevocably transfers and assigns unto Tannor Partners Credit Fund, IP, 150 Grand Street, Suite 401, White Plains, NY 10601 ("Assignee"), pursuant to the terms of an ASSIGNMENT OF CLAIM between Assignor and Assignee ("Agreement"), of Assignor's right, title, and interest in, to and under the claim of Assignor as set forth in the Agreement against Lehman Brothers Holdings Inc., et al. ("Debtor"), in the allowed claim amount of not less than \$\frac{12}{2} \frac{317}{2} \frac{12}{2} \frac{("AMOUNT")}{2}, representing all claims of Assignor pending against Debtor in the United States Bankruptcy Court, Southern District of New York, jointly administered as Case No. 08-13555.

Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of US Bankruptcy Code Rules, and stipulates that an order may be entered recognizing this Assignment of Claim as an unconditional assignment and the Assignee herein as the valid owner of the Claim. All references in this document to dollar amounts shall be deemed to be expressed in US Dollars, unless specifically noted otherwise by the Assignee.

By:	WHEREOF, dated the day of FERUME 2012 of Authorized Party)
(Comp.	nny Name) 2 F. BANR
(Print name	of Authorized Party)
By: <u>/s/ Robe</u>	rt J. Tannor
General	Partner rs Credit Fund, LP
	509-5000
(Telepho	ne Number)

Transferred Claims

						Proposed Allowed
	Proof of Claim	Blocking			Nominal Amount	<u>Amount</u>
<u>ISIN</u>	<u>Number</u>	Number*	<u>Issuer</u>	<u>Guarantor</u>	<u>Transferred</u>	<u>Transferred</u>
			Lehman Brothers	Lehman Brothers		
	37523	CA-37818	Treasury CoB.V.	Holdings, Inc.	\$ 23,000.00	\$ 22,357.82

^{*}Lehman Programs Securities to which the Transfer of Claim Relates

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP	BELLWIED, KURT
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601 Phone: (914) 509-5000	BELLWIED, KURT VAUTIERSTRASSE 87 40235'DUSSELDORF, GERMANY Phone: <u>49-211-686575</u>
Last Four Digits of Acct #:	Court Claim # (if known) 37476 Amount of Claim: See schedule 1 Date Claim Filed: 10/13/2009
I declare under penalty of perjury that the information pmy knowledge and belief.	provided in this notice is true and correct to the best of
By: /s/ Robert J. Tannor Transferee/Transferee's Agent	Date: 3/13/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§152 & 3571.

Transferred Claims

						Proposed Allowed
	Proof of Claim	Blocking			Nominal Amount	<u>Amount</u>
<u>ISIN</u>	<u>Number</u>	Number*	<u>Issuer</u>	<u>Guarantor</u>	<u>Transferred</u>	<u>Transferred</u>
			Lehman Brothers	Lehman Brothers		
DE000A0N6GH8	37476		Treasury CoB.V.	Holdings, Inc.	\$ 57,360.16	\$ 50,596.74

^{*}Lehman Programs Securities to which the Transfer of Claim Relates

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP	BLOMEP HOLDINGS LTD
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601 Phone: (914) 509-5000	BLOMEP HOLDINGS LTD C/O BNP PARIBAS WEALTH MANAGEMENT HONG KONG 63/F TWO INTERNATIONAL FINANCE CENTRE 8 FINANCE STREET HONG KONG, HONG KONG Phone: _852-2909-8330
Last Four Digits of Acct #:	Court Claim # (if known) 42206 Amount of Claim: See schedule 1 Date Claim Filed: 10/19/2009
I declare under penalty of perjury that the information provimy knowledge and belief.	ded in this notice is true and correct to the best of
By: <u>/s/ Robert J. Tannor</u> Transferee/Transferee's Agent	Date: 3/13/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§152 & 3571.

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comparising Purchases as the sule owner and holder of the Tourntered Charge, and descing that all population or dissibutions of noney or property in respect of the Transferred Centrals delineard or make in Purchases

- All personalisms, manufact commute and homesters strill survive the executor, delivery and personance of the Agreement, and Euclides of Claims and the Interesters separated hards. Purchase and the emitted to become a first because without any notice to ut the content of Solids Solids and years to indicate the collect of the content of Solids Solids and proper to indicate the collect of the content of Solids Solids and personal indicates the collect of the content of the collect of
 - If all or any part of the Purchasiant Clara in a sended, is calculated, authorized, or otherwise impaired, for any is substituted, including set back introduced, or otherwise impaired, for any is substituted, and conditions of this Agreement or the any of the representations and september herein are feated, to be unfaire feater, of let or (b): We a "Designment" is the purchase processed by the feater of the purchase resistation and consequently to Purchase and the purchase of the purchase
 - 6. Selectated promptly that in any event me letter functions at the local pents any payments. Received to proceed in Select in template of the Tomostanos College by Procedures. Select has been been any payments as course practicable attack the date format. As Perceived as the college practicable and the college procedure of the process of the proces
 - Entry of Dates, must fluctured expects to (a) premise and deliver, or cause to be executed and delivered, all such other and father approximate, directors are recognized and by the other party may reasonably request to affectuate the intest and supposes, and carry out the some, of the Agreement and Extension of Transfer, including affects the lighty and accounts thing at any account or to the Proof of Chain.
 - 2 Soler a and Purchaser's rights and obligations have noted the potential by and interpreted and determined in accordance with the home of the State of Nine Year (without regard to any conflict of Nine production of the home of any conflict and the conflict of Nine Potential of Nin

IN WITHESS WHEREOF, the AGREEMENT AND EVOCACE OF TRANSFER OF CLAM'IS executed the $\frac{13}{200}$ day of

PURCHABEE

/s/Robert Tannor

Name: Hobert J. Tiereer Tiller, Managing Director

Tennor Parkust CristR Plant, LP 150 Grand Shani, Signa 471 White Philos, Usin Yark 10601

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TOTAL P. 02

P 92

Schedule L

106% x \$236,735.28 of \$236,735.28 (the outstanding amount of the Proof of Claum as of March 6, 2012).

Lehman Programs Securities to which Transfer Relates

Purchased Claun

Description of Security	ISIN/CUSIP	laxuer	Синтинге	Principal/Notional	Coupan	Maturity	Accrued Amount (as of
	x5030204301	Brothes	Lehismi Brotheis				Proof of Claim Filing Date)
	XE0282034460	Treasury Co. B.V.	Holdings Inc.) 			}
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Transferred Clauns

Schedule 1-1

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP	DAHLKE, LARS
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601 Phone: (914) 509-5000	DAHLKE, LARS WESTPREUSSENSTRASSE 18 26954 NORDENHAM, GERMANY Phone:
Last Four Digits of Acct #:	Court Claim # (if known) 37724 Amount of Claim: See schedule 1 Date Claim Filed: 10/13/2009
I declare under penalty of perjury that the information providing knowledge and belief.	ded in this notice is true and correct to the best of
By: <u>/s/ Robert J. Tannor</u> Transferee/Transferee's Agent	Date: 3/13/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§152 & 3571.

08-13555-mg Doc 26356 Filed 03/13/12 Entered 03/13/12 18:24:40 Main Document Pg 16 of 35 EVIDENCE OF TRANSFER

("Assignor") hereby unconditionally and irrevocably transfers and assigns unto Tannor Partners Credit Fund, LP, 150 Grand Street, Suite 401, White Plains, NY 10601 ("Assignee"), pursuant to the terms of an ASSIGNMENT OF CLAIM between Assignor and Assignee ("Agreement"), of Assignor's right, title, and interest in, to and under the claim of Assignor as set forth in the Agreement against Lehman Brothers Holdings Inc., et al. ("Debtor"), in the allowed claim amount of not less than ASSIGNMENT"), representing all claims of Assignor pending against Debtor in the United States Bankruptcy Court, Southern District of New York, jointly administered as Case No. 08-13555.

Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of US Bankruptcy Code Rules, and stipulates that an order may be entered recognizing this Assignment of Claim as an unconditional assignment and the Assignee herein as the valid owner of the Claim. All references in this document to dollar amounts shall be deemed to be expressed in US Dollars, unless specifically noted otherwise by the Assignee.

By: L. Jolle (Signature of Authorized Party)
(Company Name)
(Print name of Authorized Party)
By: <u>/s/ Robert J. Tannor</u> General Partner
Tannor Partners Credit Fund, LP

914-509-5000 (Telephone Number)

IN WITNESS WHEREOF, dated the **3** day of **3**

Transferred Claims

<u>ISIN</u>	Proof of Claim Number	Blocking Number*	<u>Issuer</u>	<u>Guarantor</u>	Nominal Amount Transferred	Proposed Allowed Amount Transferred
DE000A0MGS69	37724			Lehman Brothers Holdings, Inc.	\$ 12,072.44	\$ 18,448.38

^{*}Lehman Programs Securities to which the Transfer of Claim Relates

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

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Tannor Partners Credit Fund, LP	DE WIT, P.J.M.
Name of Transferee	Name of Transferor
Name and Address where notices to transferee	Name and Address where notices to transferor
should be sent:	should be sent:
Tannor Partners Credit Fund, LP	DE WIT, P.J.M.
150 Grand Street, STE 401	SCHOUT VAN HEKEREN STRAAT 23
White Plains, NY 10601	5237 SB DEN BOSCH, Netherlands
Phone: (914) 509-5000	Phone: <u>0624892343</u>
Last Four Digits of Acct #:	Court Claim # (if known) 63164 Amount of Claim: See schedule 1 Date Claim Filed: 11/02/2009
I declare under penalty of perjury that the information providing knowledge and belief.	led in this notice is true and correct to the best of
By: /s/ Robert J. Tannor Transferee/Transferee's Agent	Date: 3/13/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

- of Claim Number \$5164 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brethers Holdings, Inc., a debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Dabler"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without Buildion (I) any right to receive each, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the decuments, agreement bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any meterial way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 191(5) of Title 11 of the United States Code (the "Bankruptcy Code"), rights or leavestits of any nature whatsoever, whether against the Debter or any either party, asining out of or in connection with the Purchased Claim, (iii) any rights and benefits asining out of or in connection with any authlit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's sight, title and interest in, to and under the trender agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, (c) any and all precesses of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, ations underlying or constituting a part a "Purchased Security") relating to the Purchased Claim and specified in Schoolds 1 attached her
 - 2. Seller hereity represents and werrants to Purchaser that: (a) the allowed amount of the Purchased Claim is not less than the Purchased Claim, no objection to the Purchased Claim exists, and the Purchased Claim is a valid, enforceable claim against the Debtor; (b) no consent, approval, filing or corporate, perhandle or other action is required as a condition to, or otherwise in connection with, the execution delivery and performance of this Agreement by Seller, this Agreement has been duly authorized, executed and delivered by the Seller and Seller has the requisite power and authority to essecute, deliver and perform this Agreement, and this Agreement constitutes the valid, legal and binding agreement of Saller, enforceable against Saller in accordance with its terms; (c) Saller has not engaged in any acts, conduct or emissions, or had any relationship with the Debtor or its affiliates, that might result in the Purchaser receiving in respect of the claim propertionally less payments or distributions or less Inversible treatment then other Class 5 Senior Unsecured Claims, as defined in the Third Amended Joint Plan of Lehman Brothers favorable treatment then other Class 5 Senior Unsecured Claims, as defined in the Third American Joint Plan of Limital Investors Holdings Inc. and its Affiliated Debtors; (d) the Purchased Claim is not subject to any factoring agreement; (e) no payment has been received by Selfer, or by any third party claiming through Selfer, in full or partial selfection to the Purchased Claim, and Selfer has not proviously assigned sold or pledged the Purchased Claim to any third party, in whole or in part; (f) Selfer enter and has good and mericalable life to the Purchased Claim free and clear of any and all tions, chaims, self-off rights, security interests, perticipations or encumbrances of any kind or nature whelsoever, and there are no offests or defences or preferential payment demands that have been or many be asserted by or one behalf of Debtor or any other party to reduce the amount of the Purchased Claim or to impair its been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Purchased Claim or to impair its value; (g) Selter is not "insolvent" within the meaning of Section 101(32) of the Benkruptcy Code; (h) Selter is not an "insider", as that term is defined in the Benkruptcy Code Section 101(31), of the Debtor or its affiliates or a member of any official or unefficial committee in the Precedings; (i) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on Nevember 2, 2000 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (i) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Program Securities" available on http://www.lehman-declat.com as of July 17, 2009; (k) the Proof of Claim inschales the Purchased Claim specified in Schedule 1 attached hereit; (i) the Hetice of Proposed Allowed Claim Amount ("Notice") for claim 63944 previous to the Purchaser and securities and on action was undertaken by Selter with respect to the Netice for daim number 63444; and (i) Selter is not, and shall not, prior to the recognition by the Debtor of Purchaser as the holder of the Proof of Claim, become, a PSA Crediter (as defined in the Third Amonded Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Attilisted Debtors).
 - 3. Salier hereby wakes any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debter and the Court, and hereby wakes to the fullest estant permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Precedure, the Bankruptcy Code, applicable local heritraptcy rules or applicable low, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer

- 4. All representations, werranties, coverants and indomnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described barein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indomnity, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Selier's breach of its representations and warranties made herein.
- 5. If (a) all or any part of the Purchased Claim is avoided, disallawed, authordinated, reduced, or otherwise impaired, for any reason whatsoever, including without limitation a breach of any of the terms or conditions of this Agreement; or (b) any of the representations and warranties herein are found to be unine (each of (a) or (b) is a "<u>Disallamence</u>"), then Seller shall make immediate reliabled and repayment to Purchaser of the proportional Purchase Price equal to the ratio of the amount of the Disallawance divided by the Purchased Claim (<u>"Beathylon Payment"</u>), no later than 15 days after receiving notice of such Disallawance. Such Resiliation Payment shall be made together with interest, calculated at the rate of ten (10%) percent per annum, together of Sallaria association of this Agreement shall the date that much Disallawance to manhant by the date that much Disallawance is manhant by the date that the much Disallawance is manhant by the date that the much Disallawance is manhant by the date that the much Disallawance is much Disallawance. from the date of Seller's execution of this Agreement until the date that such Resiliation Payment is received by Purchaser.
- 6. Saller shall promptly (but in any event no later than three (3) business days) result any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in uniting to Seiter. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchases and sale of the Purchased Security.
- 7. Each of Saller and Purchaser agrees to (a) amounts and deliver, or cause to be executed and delivered, all such other and further agreements, decuments and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer; including, without limitation, cooperating to ensure the timely and accurate thing of any amendment to the Proof of Claim.
- Sellar's and Purchaser's rights and obligations herounder shall be governed by and interpreted and determined In accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 13 day of march , 2012.

SELLER

Name: Pom de Wit

Title:

SCHOUT VAN HEKEREN STRAAT 23 DEN BOSCH, 5237 SB

NETHERLANDS

Email paul @ bcb oclemon onl

PURCHASER

/s/ Robert J. Tannor

Name: Robert J. Tannor Title: Managing Director

Tanner Pariners Credit Fund, LP 150 Grand Street, Suite 401 White Plains, New York 18601 Telephone: 914-509-5000

Transferred Claims

Purchased Claim

100% x \$21,771.20 of \$21,771.20 (the outstanding amount of the Proof of Claim as of March 13, 2012).

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guaranter	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
	XS0218 304458	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.				

Schedule 1-1

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP	DIAS, CUSTODIO SIMAO
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601 Phone: (914) 509-5000	DIAS, CUSTODIO SIMAO MARIA DE PAZ DA PALMA DIAS BRAKKER WALD 30 45329 ESSEN, GERMANY Phone: _4920138844
Last Four Digits of Acet #:	Court Claim # (if known) 35962 Amount of Claim: See schedule 1 Date Claim Filed: 10/01/2009
I declare under penalty of perjury that the information my knowledge and belief.	provided in this notice is true and correct to the best of
By: <u>/s/ Robert J. Tannor</u> Transferee/Transferee's Agent	Date:

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

- In consideration of the of the currently outstanding allowed amount of \$4,287.70 as specified in Schedule 1 attached hereto (the "Purchased Claim"), the adequacy and sufficiency of which are hereby acknowledged, DIAS, CUSTODIO SIMAO ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Tannor Partners Credit Fund, LP (the "Purchaser"), (a) an undivided interest, to the extent of the Purchased Claim, in Seller's right, title and interest in and to Proof of Claim Number filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., a debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code"), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the allowed amount of the Purchased Claim is not less than the Purchased Claim, no objection to the Purchased Claim exists, and the Purchased Claim is a valid, enforceable claim against the Debtor, (b) no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution delivery and performance of this Agreement by Seller, this Agreement has been duly authorized, executed and delivered by the Seller and Seller has the requisite power and authority to execute, deliver and perform this Agreement, and this Agreement constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; (c) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that might result in the Purchaser receiving in respect of the claim proportionally less payments or distributions or less favorable treatment than other Class 5 Senior Unsecured Claims, as defined in the Third Amended Joint Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors; (d) the Purchased Claim is not subject to any factoring agreement; (e) no payment has been received by Seller, or by any third party claiming through Seller, in full or partial satisfaction to the Purchased Claim, and Seller has not previously assigned sold or pledged the Purchased Claim to any third party, in whole or in part; (f) Seller owns and has good and marketable title to the Purchased Claim free and clear of any and all liens, claims, set-off rights, security interests, participations or encumbrances of any kind or nature whatsoever, and there are no offsets or defenses or preferential payment demands that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Purchased Claim or to impair its value; (g) Seller is not "insolvent" within the meaning of Section 1-201(23) of the Uniform Commercial Code or within the meaning of Section 101(32) of the Bankruptcy Code; (h) Seller is not an 'insider', as that term is defined in the Bankruptcy Code Section 101(31), of the Debtor or its affiliates or a member of any official or unofficial committee in the Proceedings; (i) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (j) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (k) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (I) the Notice of Proposed Allowed Claim Amount ("Notice") for claim provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for claim number; and (I) Seller is not, and shall not, prior to the recognition by the Debtor of Purchaser as the holder of the Proof of Claim, become, a PSA Creditor (as defined in the Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors).
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims.

recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. If (a) all or any part of the Purchased Claim is avoided, disallowed, subordinated, reduced, or otherwise impaired, for any reason whatsoever, including without limitation a breach of any of the terms or conditions of this Agreement, or (b) any of the representations and warranties herein are found to be untrue (each of (a) or (b) is a "<u>Disallowance</u>"), then Selfer shall make immediate restitution and repayment to Purchaser of the proportional Purchase Price equal to the ratio of the amount of the Disallowance divided by the Purchased Claim ("<u>Restitution Payment</u>"), no later than 15 days after receiving notice of such Disallowance. Such Restitution Payment shall be made together with interest, calculated at the rate of ten (10%) percent per annum, from the date of Seller's execution of this Agreement until the date that such Restitution Payment is received by Purchaser.
- 6. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timety and accurate filling of any amendment to the Proof of Claim.
- 8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

SELLER

r Custodio simo Dias

Name:

MARIA DE PÁZ DA PALMA DIAS BRAKKER WALD 30 AGO

Email den is dias@hotmail. de White Plains, New York 10
Telephone: 914-508-5000

/s/ Robert J. Tannor

Name: Robert J. Tanner Title: Managing Director

PURCHASER.

Tannor Partners Credit Fund, LP 150 Grand Street, Suite 401 White Plains, New York 10601 Telephone: 914-509-5000

Transferred Claims

Purchased Claim

100% x \$4,287.70 of \$4,287.70 (the outstanding amount of the Proof of Claim as of March 8, 2012).

Lehman Programs Securities to which Transfer Relates

Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Сопроп	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHNAN BROTHERS TREASURY CO. B.V. TWIN WIN	20763	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc	100% x \$4,287,70			

LSC OIL IBAN NUMBER:

DE 64300209002511412925

By: lestodir Simoes Dies Juaria da Paz da Palma vias

Schedule 1-1

562011v.7

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP	ECKERLEIN, IRMGARD
Name of Transferee	Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601	ECKERLEIN, IRMGARD LEONHARD-HAUSMANN-STR. 54 AUGSBURG, D-86157 Germany
Phone: (914) 509-5000	Phone:
Last Four Digits of Acct #:	Court Claim # (if known) 46473 Amount of Claim: See schedule 1 Date Claim Filed: 10/26/2009
I declare under penalty of perjury that the information promy knowledge and belief.	ovided in this notice is true and correct to the best of
By: /s/ Robert J. Tannor Transferee/Transferee's Agent	Date: 3/13/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 & 3571.

08-13555-mg Doc 26356 Filed 03/13/12 Entered 03/13/12 18:24:40 Main Document Pg 27 of 35 EVIDENCE OF TRANSFER

For value received, the adequacy and sufficiency of which are hereby acknowledged, **ECKERLEIN**, **IRMGARD** ("Assignor") hereby unconditionally and irrevocably transfers and assigns unto **Tannor Partners Credit Fund**, **LP**, 150 Grand Street, Suite 401, White Plains, NY 10601 ("Assignee"), pursuant to the terms of an ASSIGNMENT OF CLAIM between Assignor and Assignee ("Agreement"), of Assignor's right, title, and interest in, to and under the claim of Assignor as set forth in the Agreement against **Lehman Brothers Holdings Inc.**, et al. ("Debtor"), in the allowed claim amount of not less than \$14,292.34 ("AMOUNT"), representing all claims of Assignor pending against Debtor in the United States Bankruptcy Court, Southern District of New York, jointly administered as Case No. **08-13555**.

Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of US Bankruptcy Code Rules, and stipulates that an order may be entered recognizing this Assignment of Claim as an unconditional assignment and the Assignee herein as the valid owner of the Claim. All references in this document to dollar amounts shall be deemed to be expressed in US Dollars, unless specifically noted otherwise by the Assignee.

IN WITNESS WHEREOF, dated the 3/day of Junior, 2012

By: Trucy cord Eckerleic
(Signature of Authorized Party)

(Company Name)

[Print name of Authorized Party)

By: <u>/s/ Robert J. Tannor</u>
General Partner

Tannor Partners Credit Fund, LP

914-509-5000 (Telephone Number)

Transferred Claims

						Proposed Allowed
	Proof of Claim	Blocking			Nominal Amount	<u>Amount</u>
<u>ISIN</u>	<u>Number</u>	Number*	<u>Issuer</u>	<u>Guarantor</u>	<u>Transferred</u>	<u>Transferred</u>
			Lehman Brothers	Lehman Brothers		
XS0340076321	46473	CA65634	Treasury CoB.V.	Holdings, Inc.	\$ 7,020.99	\$ 14,292.34

^{*}Lehman Programs Securities to which the Transfer of Claim Relates

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP Name of Transferee	ULF EGGERT Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601 Phone: (914) 509-5000	ULF EGGERT RINGSTR.13 96215 LICHTENFELS, Germany Phone:
Last Four Digits of Acct #:	Court Claim # (if known) 57330 Amount of Claim: See Schedule 1 Date Claim Filed: 10/30/2009
I declare under penalty of perjury that the information providing knowledge and belief.	led in this notice is true and correct to the best of
By: <u>/s/ Robert J. Tannor</u> Transferee/Transferee's Agent	Date: 3/12/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C.§§152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

- In consideration of the of the currently outstanding allowed amount of \$15,343.93 as specified in Schedule 1 attached hereto (the "Purchased Claim"), the adequacy and sufficiency of which are hereby acknowledged, ULF EGGERT ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Tannor Partners Credit Fund, LP (the "Purchaser"), (a) an undivided interest, to the extent of the Purchased Claim, in Seller's right, title and interest in and to Proof of Claim Number 57330 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., a debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code"), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party. arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.
- Seller hereby represents and warrants to Purchaser that: (a) the allowed amount of the Purchased Claim is not less than the Purchased Claim, no objection to the Purchased Claim exists, and the Purchased Claim is a valid, enforceable claim against the Debtor; (b) no consent, approval, filing or corporate, partnership or other action is required as a condition to, or otherwise in connection with, the execution delivery and performance of this Agreement by Seller, this Agreement has been duly authorized, executed and delivered by the Seller and Seller has the requisite power and authority to execute, deliver and perform this Agreement, and this Agreement constitutes the valid, legal and binding agreement of Seller, enforceable against Seller in accordance with its terms; (c) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that might result in the Purchaser receiving in respect of the claim proportionally less payments or distributions or less favorable treatment than other Class 5 Senior Unsecured Claims, as defined in the Third Amended Joint Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors; (d) the Purchased Claim is not subject to any factoring agreement, (e) no payment has been received by Seller, or by any third party claiming through Seller, in full or partial satisfaction to the Purchased Claim, and Seller has not previously assigned sold or pledged the Purchased Claim to any third party, in whole or in part; (f) Seller owns and has good and marketable title to the Purchased Claim free and clear of any and all liens, claims, set-off rights, security interests, participations or encumbrances of any kind or nature whatsoever, and there are no offsets or defenses or preferential payment demands that have been or may be asserted by or on behalf of Debtor or any other party to reduce the amount of the Purchased Claim or to impair its value; (g) Seller is not "insolvent" within the meaning of Section 1-201(23) of the Uniform Commercial Code or within the meaning of Section 101(32) of the Bankruptcy Code; (h) Seller is not an "insider", as that term is defined in the Bankruptcy Code Section 101(31), of the Debtor or its affiliates or a member of any official or unofficial committee in the Proceedings; (i) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (j) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (k) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (I) the Notice of Proposed Allowed Claim Amount ("Notice") for claim 57330 provided to Purchaser is true and correct and no action was undertaken by Seller with respect to the Notice for claim number 57330; and (I) Seller is not, and shall not, prior to the recognition by the Debtor of Purchaser as the holder of the Proof of Claim, become, a PSA Creditor (as defined in the Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliated Debtors).
- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims,

recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. If (a) all or any part of the Purchased Claim is avoided, disallowed, subordinated, reduced, or otherwise impaired, for any reason whatsoever, including without limitation a breach of any of the terms or conditions of this Agreement; or (b) any of the representations and warranties herein are found to be untrue (each of (a) or (b) is a "<u>Disallowance</u>"), then Seller shall make immediate restitution and repayment to Purchaser of the proportional Purchase Price equal to the ratio of the amount of the Disallowance divided by the Purchased Claim ("<u>Restitution Payment</u>"), no later than 15 days after receiving notice of such Disallowance. Such Restitution Payment shall be made together with interest, calculated at the rate of ten (10%) percent per annum, from the date of Seller's execution of this Agreement until the date that such Restitution Payment is received by Purchaser.
- 6. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- 7. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this $\overline{O7}$ day of Harch, 2012.

SELLER

Name: Ulf Eggerf Title: Owner

RINGSTR.13 LICHTENFELS, GERMANY 96215

Email eggertreundorfot-online.de

PURCHASER

By: /s/ Robert J. Tannor

Name: Robert J. Taknor Title: Managing Director

Tannor Partners Credit Fund, LP 150 Grand Street, Suite 401 White Plains, New York 10601 Telephone: 914-509-5000

Transferred Claims

						Proposed Allowed
	Proof of Claim	<u>Blocking</u>			Nominal Amount	<u>Amount</u>
<u>ISIN</u>	<u>Number</u>	Number*	<u>Issuer</u>	<u>Guarantor</u>	<u>Transferred</u>	<u>Transferred</u>
			Lehman Brothers	Lehman Brothers		
DE000A0NLYL5	57330		Treasury CoB.V.	Holdings, Inc.	\$ 25,471.80	\$ 15,343.93

^{*}Lehman Programs Securities to which the Transfer of Claim Relates

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B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re: Lehman Brothers Holdings Inc., et al., Jointly Administered Case No. 08-13555

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Tannor Partners Credit Fund, LP Name of Transferee	FROMME, DIRK_ Name of Transferor
Name and Address where notices to transferee should be sent:	Name and Address where notices to transferor should be sent:
Tannor Partners Credit Fund, LP 150 Grand Street, STE 401 White Plains, NY 10601 Phone: (914) 509-5000	FROMME, DIRK KOHLSTR. 29 40883 RATINGEN, Germany Phone: <u>00492702163939</u>
Last Four Digits of Acct #:	Court Claim # (if known) 61400 Amount of Claim: See Schedule 1 Date Claim Filed: 11/02/2009
I declare under penalty of perjury that the information providing knowledge and belief.	ded in this notice is true and correct to the best of
By: /s/ Robert J. Tannor Transferee/Transferee's Agent	Date: 3/12/2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§152 & 3571.

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EVIDENCE OF TRANSFER

For value received, the adequacy and sufficiency of which are hereby acknowledged, FROMME, DIRK ("Assignor") hereby unconditionally and irrevocably transfers and assigns unto Tannor Partners Credit Fund, LP. 150 Grand Street, Suite 401, White Plains, NY 10601 ("Assignee"), pursuant to the terms of an ASSIGNMENT OF CLAIM between Assignor and Assignee ("Agreement"), of Assignor's right, title, and interest in, to and under the claim of Assignor as set forth in the Agreement against Lehman Brothers Holdings Inc., et al. ("Debtor"), in the allowed claim amount of not less than \$ 14.677.20 ("AMOUNT"), representing all claims of Assignor pending against Debtor in the United States Bankruptcy Court, Southern District of New York, jointly administered as Case No. 08-13555.

Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of US Bankruptcy Code Rules, and stipulates that an order may be entered recognizing this Assignment of Claim as an unconditional assignment and the Assignee herein as the valid owner of the Claim. All references in this document to dollar amounts shall be deemed to be expressed in US Dollars, unless specifically noted otherwise by the Assignee.

IN WITNESS WHEREOF, dated the 14 day of February 2012
Ву:
(Signature of Authorized Party)
(Company Name)
(Print name of Authorized Party)

By: /s/ Robert J. Tannor General Partner Tannor Partners Credit Fund, LP 914-509-5000 (Telephone Number)

Transferred Claims

						Proposed Allowed
	Proof of Claim	Blocking			Nominal Amount	<u>Amount</u>
<u>ISIN</u>	<u>Number</u>	Number*	<u>Issuer</u>	<u>Guarantor</u>	<u>Transferred</u>	<u>Transferred</u>
			Lehman Brothers	Lehman Brothers		
XS0210433206	61400	CA68036	Treasury CoB.V.	Holdings, Inc.	\$ 14,677.20	\$ 14,214.00

^{*}Lehman Programs Securities to which the Transfer of Claim Relates